

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, STATE CAPITOL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
<http://purchasing.utah.gov>

Request for ProposalSolicitation Number: **RM3143**Due Date: **05/20/03 at 3:00 P.M.**

Date Sent: May 1, 2003

Agency Contract

Goods and services to be
 purchased:

**CONTRACT TO PERFORM DATA COLLECTION, ORGANIZATION, AND ANALYSIS FOR THE UTAH
 READING FIRST GRANT IN PUBLIC ELEMENTARY SCHOOLS**

Please complete

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ____ No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH
DIVISION OF PURCHASING**

Request for Proposal

Solicitation Number: RM3143

Due Date: 05/20/03

Vendor Name:

CONTRACT TO PERFORM DATA COLLECTION, ORGANIZATION, AND ANALYSIS FOR THE UTAH READING FIRST GRANT IN PUBLIC ELEMENTARY SCHOOLS PER ATTACHED RFP.

QUESTIONS ON SPECIFICATIONS CALL REBECCA DONALDSON AT (801) 538-7869 OR LAURIE LACY AT (801) 538-7501.

QUESTIONS ON PURCHASING PROCESS (NOT RELATED TO SPECIFICATIONS) CALL ROSELLE MILLER AT (801) 538-3232.

RX: 400 3200000063

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. PROPOSAL PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete proposals may be rejected. (g) This proposal may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all proposals must include complete manufacturer's descriptive literature. (i) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. SUBMITTING THE PROPOSAL: (a) The proposal must be signed in ink, sealed, and if mailed, mailed in a properly-addressed envelope to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

6. SAMPLES: Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

7. DIVISION APPROVAL: Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written

approval of the Director of the DIVISION.

8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-21. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. ANTI-DISCRIMINATION ACT: The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

11. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.utah.gov.

(Revision 14 Mar 2003 - RFP Instructions)

Utah State Office of Education
Division of Student Achievement and School Success
Student and School Success

Request for Proposals (RFP) for the Evaluation of the Utah Reading First Grant

SECTION I. OVERVIEW

A. Background

The Utah State Office of Education (USOE) wishes to contract with an evaluation research vendor to perform data collection, organization, and analysis for the Utah Reading First Grant project in Utah public elementary schools.

The purpose of this evaluation project is to measure progress in reading achievement among K-3 students in Utah Reading First public schools. These evaluation results will be used to monitor changes in K-3 classroom instruction and the relationship to student achievement, to evaluate implementation of Utah's Reading First Project for the Utah State Office of Education (USOE) and the U.S. Department of Education, and to identify the need for additional professional development and/or other program changes needed to improve reading achievement of K-3 students in Utah Reading First schools.

Contract Term: May 2003 through December 2008 pending continued funding of the Reading First Project in Utah.

NONAPPROPRIATION OF FUNDS: Financial obligations of the STATE payable after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted or otherwise made available. If funds are not appropriated or otherwise available to continue the services, this contract may be terminated without penalty by giving thirty (30) days written notice.

FUNDING OUT: The STATE agrees to use its best efforts to obtain funding for multi-year contracts. If continued funding for this contract is not appropriated or budgeted at any time throughout the multi-year contract period, the STATE may terminate this contract upon 30 days notice. If funding to the STATE is reduced due to any order by the Legislature or the Governor, or is required by state law, the STATE may terminate this contract or proportionately reduce the services and goods due and the amount due from the STATE upon 30 days written notice.

The state agency overseeing the evaluation project (USOE) will reserve the right to contract for data analysis and evaluation reports with the evaluation vendor selected for this project.

C. Proposal Due Date and Time

RFP Closes: Proposals Due3:00 PM on May 20, 1993

Oral Review (if necessary)..... to be scheduled

Agencies are required to submit an original and **6** copies of each proposal. Proposals not in the office by the due date and time will be late, and **will not** be considered for review.

Proposals must be submitted to:

*State Of Utah Purchasing
3150 State Office Bldg, Capitol Hill
P.O. Box 141061
Salt Lake City, Utah 84114-1061*

Office hours for receipt of proposals are Monday through Friday, 8:00 am to 5:00 pm.
Faxed or emailed copies will not be accepted.

D. Contact Persons.

Questions about the content of this RFP may be submitted in writing to Rebecca Donaldson, Education Specialist (at the Utah State Office of Education, P.O. Box 144200, Salt Lake City, UT 84114-4200. Email: rdonalds@usoe.k12.ut.us) or Laurie Lacy, Coordinator of Student and School Success, (at the Utah State Office of Education, P.O. Box 144200, Salt Lake City, UT 84114-4200. Email: llacy@usoe.k12.ut.us).

SECTION II. SCOPE OF WORK

A. General Information

The contractor will be responsible for conducting the evaluation of the Utah Reading First Project. The Utah State Office of Education has formed a Reading First Leadership Team that will oversee the evaluation project, and address all questions relevant to this project.

B. Evaluation Instruments

The evaluation instruments will be administered separately.

State Responsibilities.

The USOE will provide:

- ◆ Printing for classroom observation instruments to be used in K-3 classrooms. These will be distributed to the reading coaches at regularly scheduled training sessions at the Utah State Office of Education.
- ◆ Printed copies of outcome assessment results for statewide, control groups, and Reading First schools.

Contractor Responsibilities.

The contractor will:

- ◆ Develop and provide all printed copies of parent, teacher, administrator, and student surveys and questionnaires.
- ◆ Ship copies of all surveys and questionnaires to individual districts and schools and provide return shipping to the contractor for analysis.

C. Evaluation Administration

Methods for selecting and criteria for measuring accountability must be identified in the proposal. The Reading First Leadership Team must approve all instruments.

State Responsibilities. The Reading First Leadership Team will attend regular meetings with the evaluation contractor to receive information on the progress of the evaluation and consult on future steps and work with the evaluation team to arrange individual interviews with district administrators, principals, district Reading First coordinators, reading coaches, and state technical assistants.

Contractor Responsibilities. The contractor will maintain effective working relationships with school and district personnel and obtain necessary information from the schools.

- ◆ Attend regular meetings with the Reading First Leadership Team to discuss the progress of the evaluation project.
- ◆ Develop and implement a communication plan to ensure that the Reading First Leadership Team is informed about the progress of the evaluation project and all decisions related to the evaluation project at all times.
- ◆ Develop and implement a plan to ensure adequate participation in the evaluation project. The plan is expected to address school districts (superintendents, district staff), individual schools (principals, teachers, reading coaches, staff), parents, and students.
- ◆ Develop and implement an evaluation administration protocol. The protocol must include a plan for collecting, analyzing, and compiling the evaluation data into separate data sets for individual schools, individual districts, and statewide results.
- ◆ Develop and print the following materials:
 - Survey materials for administrators, teachers, parents, and students.
 - Training materials for local level administrative and teaching staffs specific to evaluation methods and findings.

D. Analysis and Reporting.

State Responsibilities.

- ◆ Provide input and guidance to the contracted evaluator in the preparation of progress and outcome reports.
- ◆ Provide clear communication on U.S. Department of Education reporting requirements.

Contractor Responsibilities.

- ◆ Analyze data gathering through all evaluation instruments.
- ◆ Report on progress of implementation.
- ◆ Report on progress of Reading First LEAs and schools in reducing the number of grades 1-3 reading below grade level.
- ◆ Report on LEAs and schools that remain eligible based on progress.
- ◆ Provide reports to USOE Leadership Team necessary to seek additional funding from U.S. Department of Education.
- ◆ Report on LEAs and schools whose Reading First funding may be or has been discontinued due to lack of progress in raising K-3 reading achievement.

D. Timeline

A single organization capable of providing or subcontracting to provide the complete scope of work following the timeline below is preferred.

June 2003:	Contract awarded. Develop schedule for meetings with the Reading First Leadership Team. Develop communication plan and evaluation administration protocol. Refine plans with Reading First Leadership Team.
June—September 2003:	Develop materials.
July 2003—May 2008:	Distribute and oversee collection of data to measure teacher knowledge of scientific reading research.
September—November 2003:	Observation Instrument. Train reading coaches in use of classroom observation instrument to establish inter-rater reliability.
October 2003—October 2007:	Distribute and oversee collection of data from classroom observations. Ensure that all observation instruments are collected and returned to the contractor for analysis.

April 2004—April 2008:	Distribute and oversee collection of data from spring classroom observations. Ensure that all observation instruments are collected and returned to the contractor for analysis.
July 2004—July 2008:	Analyze data from Utah Statewide Outcome Measurements. (CRTs, SAT-9) and any other additional assessment measures as designated.
May 2004—May 2008:	Collect and analyze data from teacher, administrator, student, and parent, surveys.
May 2004—May 2008:	Conduct individual interviews with district administrators, district Reading First coordinators, reading coaches, and principals
August 2004—December 2008:	Provide summary of data at end of each year to individual schools, districts, Utah State Office of Education, and U.S. Department of Education.

E. Responsibilities of the Reading First Committee

The Reading First Leadership Team will provide technical assistance, review and approve of the contractor's work plan, communication plan, evaluation administration plan, and the evaluation materials to be used. The Utah Reading First Leadership Team will attend regular meetings with the evaluation contractor and oversee all decisions related to the proceedings of the evaluation project.

F. Offeror Response Format

The successful contractor must demonstrate the ability to develop and implement an evaluation project that will include a total of approximately 20 schools and the K-3 teachers and K-3 students from these schools. The number of teachers and students involved will be determined once the approved districts and schools have been identified through a district Reading First subgrant competition.

Proposals must be organized according to the following outline, include the sections listed below, and address the questions posed under each section. Proposals will be evaluated in accordance with this format.

Proposals should be no more than 20 double spaced pages, can be double sided. Attachments to the proposal can be any length. **Submit six copies plus one original.**

The Proposal information must include the following:

- ◆ A valid and reliable observation instrument that can be used at the individual K-3 classroom level to monitor program implementation and document changes in teachers' instructional practices related to scientifically based reading research.

- ◆ A valid and reliable method that can be used to measure teachers' knowledge of scientifically-based reading instruction prior to the beginning of the project and to measure changes in teachers' knowledge of SBRR at the end of each year of the project.
- ◆ An analysis of the relationship between changes in teacher behaviors and instructional practices and student outcomes.
- ◆ Collection, organization, and analysis of student data from both diagnostic reading assessments and progress monitoring reading assessment instruments as selected by the USOE and/or Reading First districts.
- ◆ Analysis of K-3 student data from statewide outcome measures for individual Reading First schools as compared to statewide and other control group data.
- ◆ A description of instruments that will be used to monitor:
 - Teacher and administrator attitudes about Reading First.
 - Teacher's self-rating of perceived level of understanding and implementation of scientifically based reading instruction.
 - Student attitudes toward reading.
 - Measure teachers' knowledge of scientifically-based reading

1. **Executive Summary:** Provide a summary that states your intention to provide the deliverables outlined in the scope of work, and state the total proposed contract amount.
2. **Implementation Overview:** This section should provide a logical sequence of steps necessary to reach the overall goal; including the goal(s), measurable objectives, and specific activities to be completed within a specified timeline. In your work plan, identify the persons responsible for carrying out each activity.
3. **Survey Administration Plan:** This section should describe how your organization will conduct the evaluation project:
 - a. How will your organization identify or develop instruments?
 - b. Describe your organization's evaluation administration procedures.
 - c. How will your organization determine times and places to do the evaluations?
 - d. How will your organization oversee the evaluation administration?
4. **Offeror's Qualifications and Experience:** This section should describe your organization's experience, ability to complete this project, and knowledge and experience in conducting statewide school evaluation projects.
 - a. Describe your organization's prior experience in planning and conducting school evaluation projects.

- b. Describe your organization's strategy to ensure goals and objectives are reached in a timely manner.
- c. Describe your agency's strategy for quality control throughout the process.

5. Budget and Narrative: This section should detail all expenses requested for this proposal. The cost of proposal development and participation in oral review if applicable are the responsibility of the contractor. The total cost of the proposal should reflect:

- a. Personnel
- b. Travel at Utah State rate (mileage or airfare, per diem, hotel to reach each training site)
- c. Cost for printing evaluation materials, training materials, survey forms, and observation forms
- d. Organization/agency profit
- e. Indirect charges

6. Attachments:

- a. Include resumes of individuals involved in the work plan.
- b. Provide a list of three references from other agencies or companies (as an attachment), who may be contacted for more information.
- c. Copies of instruments proposed.
- d. Copies of any validity and reliability data associated with the instruments.

SECTION III. PROPOSAL EVALUATION

An evaluation committee will rate the proposals in accordance with the weighted evaluation criteria listed below. The evaluation committee may ask the offeror's with the top two (2) proposals to make formal presentations. Teleconference presentations will be possible for offerors outside easy travel distance, which would be more than 120 miles.

The following item will be scored on a Pass/Fail basis:

Proposal Cover Sheet

Evaluation Criteria:

Implementation Plan: **20** points possible

The committee will rate the logical sequence of steps necessary to reach the overall goal, objectives, and activities proposed in the work plan.

Survey Administration Plan:20 points possible
The committee will rate the quality of the overall evaluation administration plan and the offeror's response to items 3. a-d.

Offeror's Qualification and Experience:30 points possible
The committee will rate the quality and appropriateness of the proposed plan, of the overall project, the qualifications and experience of the personnel, the nature, reliability and quality of the references provided, and the offeror's responses to items 4. a-c.

Budget and Narrative30 points possible
The committee will rate the total cost, quality, detail, and rationale of the overall budget and the offeror's responses to items 5. a-e.

SECTION IV. SOLICITATION PROCEDURES

A. Reservation of USOE Rights

The USOE reserves all rights regarding this RFP, including, without limitation, the right:

1. To amend or cancel this RFP without liability if it is in the best interest of the public to do so;
2. To reject any and all proposals received by reason of this request upon finding that it is in the best interest of the public to do so;
3. To waive any minor irregularity, informality, or non-conformance with the provisions or procedures of this RFP, and to seek clarification from the Proposer, if required;
4. To reject any proposal that fails to substantially comply with all prescribed solicitation procedures and requirements;
5. To negotiate a final contract within the Scope of Work described in this RFP, and to negotiate separately in any manner necessary to serve the best interest of the public;
6. To amend any contracts that are a result of this RFP;
7. To extend any contracts that are a result of this RFP without an additional solicitation process;
8. To engage contractors by selection or procurement independent of this RFP process and/or any contracts/agreements under it;

9. To contract with an agency that has a given level of specialized skill, knowledge and resources. Qualifications, performance history, expertise, knowledge and the ability to exercise sound professional judgment are primary considerations in the selection process. Agencies should be aware that the lowest cost is not the highest priority.
10. Of copyright on all materials produced as a result of contracts awarded due to this RFP.

B. RFP Amendments

Any interpretation, correction, or change to this RFP will be made by the USOE through State Purchasing by a written amendment. Interpretations, corrections, or changes to this RFP made in any other manner will not be binding and offerors shall not rely upon such interpretations, corrections, or changes.

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.

14. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
15. PUBLIC INFORMATION: Contractor agrees that the contract will be a public document, as to distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
- (Revision date: Apr 24, 2002)